

RACHEL CORINA LUNA
16022 KUBE CT
JERSEY VILLAGE, TX 77040

10/18/2021

Reference: [REDACTED]

PLEASE NOTE: If you are currently a debtor in an active bankruptcy case or have received a discharge in bankruptcy with respect to the above-referenced mortgage loan, this letter is for informational purposes only and is not a demand for payment. Additionally, any loan modification agreement offered to you may require subsequent court and/or trustee approval, and any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

Subject: Loan Modification Offer Enclosed - Act Now to Avoid Foreclosure

Dear RACHEL CORINA LUNA :

The mortgage is seriously delinquent, and your time to act and avoid foreclosure is running out. You have options, but you must act now. We are here to help. If you have questions about the options listed below, please contact us immediately.

You are Approved for a Trial Period Plan to Modify the Mortgage Payment

If you accept this trial period plan, you will be required to make three monthly payments in the amount of **\$2,753.89**. If you follow the terms of the trial period plan, the mortgage will be permanently modified. **Please refer to the enclosed trial period plan for details on accepting this offer.**

If you do not contact us or send your first trial period plan payment by 11/01/2021, foreclosure proceedings may be started or continue.

QUESTIONS? CONTACT US

Nations Direct Mortgage, LLC
Phone: 800-669-4268

EXHIBIT O

Unable to Pay the Monthly Trial Period Payment or Prefer to Leave Your Home?

You may have other options to avoid foreclosure.

- A short sale: the sale of your property for a price that is less than the amount owed on the mortgage.
- A Mortgage Release™ (deed-in-lieu of foreclosure): the transfer of ownership of your property to us in exchange for release of some or all of the amount still owed on the mortgage.
- If you are approved for a short sale or Mortgage Release and complete the necessary steps, we will cancel the remaining mortgage debt obligation. **Cancellation of debt may have tax consequences; please consult a tax advisor to discuss potential tax consequences.**

- We encourage you to review the enclosed trial period plan. Thank you for your prompt attention to this matter. We are here to help you with your mortgage.

Sincerely,

Customer Support
Nations Direct Mortgage, LLC

10/18/2021

RACHEL CORINA LUNA
16022 KUBE CT
JERSEY VILLAGE, TX 77040

Loan #: [REDACTED]
Property: 16022 KUBE CT
JERSEY VILLAGE, TX
77040

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE NOTE, HOWEVER, THAT IF YOU ARE A DEBTOR IN AN ACTIVE BANKRUPTCY CASE OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY WITH RESPECT TO THE ABOVE-REFERENCED MORTGAGE LOAN, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A DEMAND FOR PAYMENT OR AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY.

Dear RACHEL CORINA LUNA ,

Based on careful review of the mortgage account, we are offering you an opportunity to enter into a loan modification trial period plan. This is the first step toward qualifying for a permanent loan modification. If you satisfy all of the terms of the offer, successfully complete the trial period plan by making the required payments, and return a signed loan modification agreement, we will sign the loan modification agreement and your loan will be permanently modified. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

ACT NOW – Key Steps to Modify your Mortgage and Prevent Foreclosure Action

Step 1: Contact Us or Send Your First Trial Period Plan Payment to Prevent Foreclosure Proceedings
You must do one of these within 14 calendar days of receiving this notice.

- ✓ Contact us by phone or in writing to let us know if you intend to accept this offer, **OR**

Nations Direct Mortgage, LLC
1 Corporate Drive
Suite 360
Lake Zurich, IL 60047
Phone: 800-669-4268

- ✓ Send your first trial period plan payment of \$2,753.89 to accept this offer.

If you do not contact us or send your first trial period plan payment within 14 calendar days of receiving this notice, foreclosure proceedings may be started or continue. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

Step 2: Make Your Trial Period Plan Payments

- ✓ To successfully complete the trial period plan, you must make the trial period plan payments below.

Trial Period Plan Payment	Amount Due	Due Date
1	\$2,753.89	12/01/2021
2	\$2,753.89	01/01/2022
3	\$2,753.89	02/01/2022

*If you submit the first trial period plan payment within 14calendar days of this notice, follow this schedule for the second and third trial period plan payments only.

We must receive each trial period plan payment in the month in which it is due. If we do not receive a trial period payment by the last day of the month in which it is due, this offer is revoked and we may refer the mortgage to foreclosure. If the mortgage has already been referred to foreclosure, foreclosure related expenses may have been incurred, foreclosure proceedings may continue, and a foreclosure sale may occur. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

Please send the trial period payments to:

Attention: Mail Stop LMP1710
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047

If you have questions about the trial period or permanent modification requirements, please contact us at 855-447-7212

Step 3: Sign and Return the Loan Modification Agreement* – Your modified terms will take effect only after:

- ✓ You have signed and submitted the loan modification agreement (which we will send you near the completion of the trial period plan);
- ✓ We have signed the loan modification agreement and returned a copy to you upon completion of the trial period plan; **AND**
- ✓ The modification effective date set forth in the loan modification agreement has occurred.

* Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

Modification Terms

The table below compares the current mortgage terms to the **estimated** modified terms.

	Current Terms	Modification Terms
Payment*	\$3,015.88	\$2,753.89
Interest Rate	5.125	2.875
Term	340	480
Maturity Date	02/01/2047	02/01/2062
Deferred Principal**		\$20,106.96

*Payment includes principal, interest, and escrow payment, if applicable. For more information on the estimated modification payment amount, review the **Frequently Asked Questions**.

For more information on deferred principal, review the **Frequently Asked Questions.

What else should I know about this offer?

- This Trial Period Plan offer is contingent on your having provided accurate and complete information, and clear marketable title free of any liens and encumbrances. We reserve the right to revoke this offer or terminate the plan following your acceptance if there is not clear title or if we learn of information that would make you ineligible for the Trial Period Plan.
- The terms of the existing note and mortgage remain in effect until the mortgage is permanently modified. However, while you are making the monthly trial period plan payments and otherwise remain in compliance with this trial period plan, foreclosure proceedings will not start or continue. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.
- If your property is located in a special flood hazard area and is required by federal law to be covered by flood insurance, you must provide evidence of adequate flood insurance before the execution of any loan modification. If you fail to provide evidence of adequate flood insurance the loan will not be modified.
- If the mortgage is modified, we will waive all unpaid late charges, and there are no modification processing fees for this trial period plan or for modifying the mortgage.
- There are no penalties for paying more than the amount due or for paying off the mortgage early.
- If you cannot afford the trial period plan payments described above but want to remain in your home, or if you have decided to leave your home, please contact us immediately to discuss additional loss mitigation options that may be available.
- If you are eligible and qualify for assistance from your state Housing Finance Agency (HFA) using federal Hardest Hit Funds to pay down a portion of the unpaid principal balance of the mortgage loan (HFA Funds), we must receive such HFA Funds from the HFA prior to modifying the mortgage loan. If we do not receive such HFA Funds, we will offer you a modification without HFA Funds if you remain eligible for the modification. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

Sincerely,
Anjana Patel
Homeowners Assistance Team

FREQUENTLY ASKED QUESTIONS

[Get the answers you need to some of the most common questions.](#)

Q. What is a Trial Period Plan?

- A trial period plan is a temporary payment relief period that allows you to demonstrate that you can consistently manage the estimated modified mortgage payment.

Q. How does the modification work?

- A loan modification changes some of the terms of the mortgage, such as monthly payment, interest rate, and maturity date, which may make the payment more affordable.
- The new interest-bearing mortgage balance will be repaid in equal monthly payments over the modified term.
- To permanently modify the mortgage, you first need to successfully complete the trial period plan. The modified mortgage payment will be based on the interest-bearing unpaid principal balance as of the end of the trial period and may be moderately different than the trial period plan payment, which is an estimate of your modified mortgage payment.
- Once you make all of the trial period plan payments on time and meet all of the terms in this trial period plan, you must sign and return the loan modification agreement. Once we determine you have complied with the trial period plan requirements, we will sign the loan modification agreement and send a copy back to you for your records. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval
- If you are eligible and qualify for the HFA Program, after making all of the trial period plan payments on time and otherwise remain eligible for a loan modification, upon our receipt of the HFA Funds, we will apply such funds first to reduce accrued and unpaid interest on the mortgage and any other past due amounts advanced by us under the terms of the mortgage, then to pay down a portion of the unpaid principal balance of the mortgage. If we do not receive the HFA Funds, we will offer you a modification without HFA Funds if you remain eligible for the modification. Please Note: If you are currently a debtor in an active bankruptcy case any loan modification agreement offered to you may require subsequent court and/or trustee approval.

Q. What is deferred principal?

- Deferred principal is a portion of the unpaid mortgage balance for which repayment is delayed. If the modified terms include deferred principal the due date for this amount would be the earliest of 1) the date you sell or transfer the property; 2) the date you refinance the modified mortgage; 3) the date you pay off the interest-bearing unpaid principal balance of the modified mortgage; or 4) the new maturity date of the modified mortgage. Interest is not charged on any deferred principal.

Q. Will the interest rate and principal and interest payment be fixed after the loan is permanently modified?

- Yes. If your loan is permanently modified, the interest rate and monthly principal and interest payment will be fixed for the life of the mortgage.

- The new monthly payment may include an escrow payment for property taxes, hazard insurance, and other escrowed expenses, unless its inclusion is prohibited by applicable law. If the cost of your homeowners insurance, property tax assessment, or other escrowed expenses increases, the monthly payment may increase as well.

Q. Do I have to modify the loan into a 480-month (40-year) fixed rate term?

- Yes. A 480-month repayment term results in a lower modified monthly payment than would be available under a shorter term. The modified mortgage does not have any penalty if you pay off the mortgage earlier than the new maturity date. If you would like more information on options for paying off the mortgage early, please contact us for additional details at 855-447-7212.

Q. How will a trial period plan and loan modification impact my credit?

- A trial period plan and loan modification may result in your credit score being adversely affected. Credit reporting agencies generally consider the entry into a trial period plan and loan modification as an increased credit risk. Please note, however, that continued delinquency, including a foreclosure, would have a more negative impact to your credit score.
- We will continue to report the delinquency status of the loan to credit reporting agencies as well as the entry into a trial period plan in accordance with applicable law.
- Once the loan is modified, you will be considered current on the mortgage and your credit score may improve so long as you make your payments on time.

For more information about your credit score, go to: <https://www.consumerfinance.gov/consumer-tools/credit-reports-and-scores/>

Q. What if I need further assistance?

- Please contact us anytime at 855-447-7212 especially if you experience another event that may prevent you from making the mortgage payment.
- For a list of HUD-approved housing counseling agencies that can provide free counseling and debt management information, and may be able to provide translation or other language assistance, contact one of the following federal government agencies:
 - The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or www.hud.gov/counseling
 - The Consumer Financial Protection Bureau (CFPB) at (855) 411-2372 or www.consumerfinance.gov/mortgagehelp
- For additional information, including help for military servicemembers, you may also visit Fannie Mae's www.KnowYourOptions.com.
- Your state Housing Finance Agency (HFA) may be participating in a program using federal Hardest Hit Funds to assist qualified homeowners to pay down a portion of the unpaid principal balance of the mortgage (HFA Program). If you are eligible and qualify for the HFA Program, make the trial period plan payments on time and otherwise remain eligible for a loan modification, upon our receipt of the HFA Funds, we will apply such funds to the amount you owe on your mortgage. If we do not receive the HFA Funds, we will offer you a modification without HFA Funds. **There could be income tax consequences related to payment of your debt obligation by a third party. As a result, you are advised to seek guidance from a tax professional to discuss potential tax consequences.**

Q. Why do I need to contact you within 14 calendar days?

- It is important to contact us within 14 calendar days of receiving this letter. If the mortgage has already been, or is about to be, referred to foreclosure, contacting us will stop the foreclosure process. You can also stop the foreclosure process by sending the first trial period plan payment within 14 calendar days of receiving this letter, which is earlier than the due date for the first trial period plan payment in Step 2.
- If the mortgage has already been referred to foreclosure, a foreclosure sale may occur if you do not contact us or send the first trial period plan payment within 14 calendar days of receiving this letter.
- You may also incur additional expenses related to foreclosure if you do not contact us or send the first trial period plan payment within 14 calendar days of receiving this letter.
- Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders.

Q. Can I still receive a modification if I do not contact you or send the first trial period plan payment within 14 days?

- Yes, except in the limited circumstances where a foreclosure sale occurs before the due date of the first trial period plan payment. However, you must make each of the trial period plan payments on time and then sign the final modification agreement as required in Steps 2 and 3. Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders, and any loan modification agreement offered to you may require subsequent court and/or trustee approval.

Q. What if I acquired an ownership interest in the property, such as through death, divorce, or legal separation?

- You should contact us as soon as possible. We are here to help you adjust to these events and provide you with information on where to send the mortgage payments. Please contact us to obtain a list of documentation that is needed to confirm your identity and ownership interest in the property, and to discuss next steps.

Additional Trial Period Plan Information and Legal Notices

We will not refer the loan to foreclosure or proceed to foreclosure sale during the trial period plan if you are complying with the terms of the trial period plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if you do not follow the terms of the plan or do not qualify for a permanent modification.
- We will hold the trial period plan payments in an account until sufficient funds are in the account to pay the oldest past due monthly payment. Unless required by applicable law, there will be no interest paid on the funds in the account and any funds in the account at the end of the trial period plan will be deducted from the amount that will be added to the principal balance.
- Our acceptance of the payments during the trial period plan does not waive our right to require immediate payment in full of all amounts owed on the mortgage, including the right to resume or continue foreclosure action, if you fail to comply with the terms of the plan. Entering a trial period plan does not mean that the mortgage will be considered current, unless your payments under the plan completely resolve all past due amounts.
- Please note, however, that if you are a debtor in an active bankruptcy case, any foreclosure activity is subject to applicable bankruptcy law and bankruptcy court orders, and any loan modification agreement offered to you may require subsequent court and/or trustee approval.

If the monthly payment did not include escrows for taxes and insurance, you are now required to pay any such amounts as part of the monthly payment:

- Any prior escrow waiver that allowed you to pay directly for taxes and insurance is revoked as a part of the trial period plan. We may establish an escrow account immediately, and you will pay required escrow payments into that account unless not allowed by applicable law. In this case, a portion of the trial period plan payment will cover these required escrow payments.

The current mortgage documents remain in effect; however, you are permitted to make the trial period plan payment instead of the current monthly payment required under the mortgage documents:

- All the terms of the current mortgage documents remain in effect during the trial period plan. Nothing in the trial period plan shall be understood to be a satisfaction or release in whole or in part of the obligations contained in the mortgage documents.

We reserve the right to revoke this offer or terminate the trial period plan following your acceptance if we learn of information that would make you ineligible for the trial period plan or loan modification. In this event, we may exercise any of the rights and remedies provided by the loan documents and applicable law.

The mortgage will not be modified if you sold or transferred any interest in the property in violation of the mortgage loan documents.

Modification Plan Trial Period Payment Coupon



Below are your Trial Period Plan Payment Coupons. Please be aware that we must receive your Trial Period Payments no later than the last business day of the month in which the payment is due or you will not be eligible for the current offer. The Trial Period Plan payment due dates can be found in your Trial Period Plan Notice.

ACH and Flex Pay Customers: If you are currently on ACH or Flex Pay you must still mail your trial period plan payments using the coupons below. Your ACH or Flex Pay will be stopped when your first trial payment is received. If you are approved for a permanent modification, you will be sent a re-activation form to return with your signed permanent modification agreement so that these services can begin again with your permanent modification.

Paperless Customers: If you currently receive paperless billing statements through the website, please be aware that you will continue to receive alerts about payment application. However, the alerts will show your trial period plan payments applied to a suspense account during the Trial Period.

SpeedPay: If you are not in later stages of delinquency, you may also use SpeedPay through any of our phone representatives for a fee of \$9.50 during the Trial Period. To see if you are eligible to make your Trial Period Payments through our SpeedPay service, please call one of our representatives at 855-447-7212.

Personal e-Billing Services: If you use third-party billing services (such as your bank's billing service or Checkfree) to pay your mortgage, please be certain to contact them to avoid sending in your regular mortgage payments while you are making your trial payments.

Please utilize the Modification Trial Period Plan Payment Coupons below when mailing your monthly Trial Period Plan Payment. We have enclosed extra coupons in case you need them. You may use the enclosed envelopes to mail these payments and coupons back to us each month at the address noted on the payment coupon.

If your Trial Period Plan Notice indicates that you might have an escrow shortage: If you would like to pay the full amount of the escrow shortage shown in your Trial Period Plan Notice, please write a separate check for the escrow shortage amount and indicate in the check's memo field that the payment is for the PROJECTED ESCROW SHORTAGE so that we apply that payment to your escrow account during the Trial Period instead of applying the payment as a regular Trial Period Plan Payment.

0008744-12-09

Modification Trial Payment Coupon

Enclosed is my Trial Period Payment number 1 of 3 Trial Period Payments, due on 12/01/2021.

Trial Period Payment amount required: \$2,753.89

Loan number [REDACTED]

Please make your check payable to Nations Direct Mortgage, LLC and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047**

All payments **must be received** by Nations Direct Mortgage, LLC no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

-----Cut Here-----

Modification Trial Payment Coupon

Enclosed is my Trial Period Payment number 2 of 3 Trial Period Payments, due on 01/01/2022.

Trial Period Payment amount required: \$2,753.89

Loan number: [REDACTED]

Please make your check payable to Nations Direct Mortgage, LLC and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047**

All payments **must be received** by Nations Direct Mortgage, LLC no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

Modification Trial Payment Coupon

Enclosed is my Trial Period Payment number 3 of 3 Trial Period Payments, due on 02/01/2022.

Trial Period Payment amount required: \$2,753.89

Loan number: [REDACTED]

Please make your check payable to Nations Direct Mortgage, LLC and include your loan number on your check.

Our payment mailing address is: **Attention: Mail Stop LMP 1710
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047**

All payments **must be received** by Nations Direct Mortgage, LLC no later than the last business day of the month in which the payment is due in order to be applied as a payment for that month.

LOSS MITIGATION REVIEW DETERMINATION SUMMARY

Mortgage Loan Number: [REDACTED]
Property Address: 16022 KUBE CT
JERSEY VILLAGE, TX 77040

<i>Modifications</i>		
Program	Determination	Reason for Non-Approval
Flex Modification	Approved	